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14

15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**
17

18 LATASHA PORTER, an individual,
19 Plaintiff,
20 v.
21 WAL-MART ASSOCIATES, INC.,
22 corporation entity form unknown; and
DOES 1 - 50, inclusive,
23 Defendants.
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27
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Case No. 5:25-cv-01055-KK-SPx
[Assigned to The Hon. Kenly Kiya Kato]

**STIPULATED PROTECTIVE
ORDER**

1 **I. INTRODUCTION**

2
3 1.1 **PURPOSES AND LIMITATIONS**

4
5 Discovery in this action is likely to involve production of confidential,
6 proprietary, or private information for which special protection from public
7 disclosure and from use for any purpose other than prosecuting this litigation may
8 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
9 enter the following Stipulated Protective Order. The parties acknowledge that this
10 Order does not confer blanket protections on all disclosures or responses to
11 discovery and that the protection it affords from public disclosure and use extends
12 only to the limited information or items that are entitled to confidential treatment
13 under the applicable legal principles. The parties further acknowledge, as set forth in
14 Section 12.3, below, that this Stipulated Protective Order does not entitle them to
15 file confidential information under seal; Civil Local Rule 79-5 sets forth the
16 procedures that must be followed and the standards that will be applied when a party
17 seeks permission from the court to file material under seal.

18
19 1.2 **GOOD CAUSE STATEMENT**

20
21 This action is likely to involve trade secrets, customer and pricing lists and
22 other valuable research, development, commercial, financial, technical and/or
23 proprietary information for which special protection from public disclosure and
24 from use for any purpose other than prosecution of this action is warranted. Such
25 confidential and proprietary materials and information consist of, among other
26 things, confidential business or financial information, information regarding
27 confidential business practices, or other confidential research, development, or
28 commercial information (including information implicating privacy rights of third

1 parties), information otherwise generally unavailable to the public, or which may be
2 privileged or otherwise protected from disclosure under state or federal statutes,
3 court rules, case decisions, or common law.

4
5 The matter may also include private, protected data, which shall refer to any
6 information that a party believes in good faith to be subject to federal, state or
7 foreign data protection laws or other privacy obligations. Examples of such data
8 protection laws include but are not limited to The Gramm-Leach-Bliley Act, 15
9 U.S.C. § 6801 et seq. (financial information); and The Health Insurance Portability
10 and Accountability Act and the regulations thereunder, 45 CFR Part 160 and
11 Subparts A and E of Part 164 (medical information).

12
13 Accordingly, to expedite the flow of information, to facilitate the prompt
14 resolution of disputes over confidentiality of discovery materials, to adequately
15 protect information the parties are entitled to keep confidential, to ensure that the
16 parties are permitted reasonable necessary uses of such material in preparation for
17 and in the conduct of trial, to address their handling at the end of the litigation, and
18 serve the ends of justice, a protective order for such information is justified in this
19 matter. It is the intent of the parties that information will not be designated as
20 confidential for tactical reasons and that nothing be so designated without a good
21 faith belief that it has been maintained in a confidential, non-public manner, and
22 there is good cause why it should not be part of the public record of this case.

23
24 **II. DEFINITIONS**

25
26 2.1 Action: Latasha Porter v. Wal-Mart Associates, Inc., et al., Case No.
27 5:25-cv-01055-KK-SP.

28 ///

1 2.2 Challenging Party: None

2

3 2.3 “Confidential” Information or Items: Information (regardless of how it
4 is generated, stored or maintained) or tangible things that qualify for protection
5 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
6 Cause Statement.

7

8 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
9 their support staff.

10

11 2.5 Designating Party: a Party or Non-Party that designates information or
12 items that it produces in disclosures or in responses to discovery as
13 “CONFIDENTIAL.”

14

15 2.6 Disclosure or Discovery Material: All items or information, regardless
16 of the medium or manner in which it is generated, stored, or maintained (including,
17 among other things, testimony, transcripts, and tangible things), that are produced or
18 generated in disclosures or responses to discovery in this matter.

19

20 2.7 Expert: A person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as
22 an expert witness or as a consultant in this Action.

23

24 2.8 House Counsel: Attorneys who are employees of a party to this Action.
25 House Counsel does not include Outside Counsel of Record or any other outside
26 counsel.

27 ///

28 ///

1 2.9 Non-Party: Any natural person, partnership, corporation, association, or
2 other legal entity not named as a Party to this action.

3
4 2.10 Outside Counsel of Record: Attorneys who are not employees of a
5 party to this Action but are retained to represent or advise a party to this Action and
6 have appeared in this Action on behalf of that party or are affiliated with a law firm
7 which has appeared on behalf of that party, and includes support staff.

8
9 2.11 Party: Any party to this Action, including all of its officers, directors,
10 employees, consultants, retained experts, and Outside Counsel of Record (and their
11 support staffs).

12
13 2.12 Producing Party: A Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15
16 2.13 Professional Vendors: Persons or entities that provide litigation support
17 services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)
19 and their employees and subcontractors.

20
21 2.14 Protected Material:

22
23 (1) Any Disclosure or Discovery Material that is designated as
24 “CONFIDENTIAL.”

25
26 2.15 Receiving Party: A Party that receives Disclosure or Discovery
27 Material from a Producing Party.

28 ///

1 **III. SCOPE**

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3 The protections conferred by this Stipulation and Order cover not only
4 Protected Material (as defined above), but also (1) any information copied or
5 extracted from Protected Material; (2) all copies, excerpts, summaries, or
6 compilations of Protected Material; and (3) any testimony, conversations, or
7 presentations by Parties or their Counsel that might reveal Protected Material. Any
8 use of Protected Material at trial will be governed by the orders of the trial judge.
9 This Order does not govern the use of Protected Material at trial.

10
11 **IV. DURATION**

12
13 Even after final disposition of this litigation, the confidentiality obligations
14 imposed by this Order will remain in effect until a Designating Party agrees
15 otherwise in writing or a court order otherwise directs. Final disposition will be
16 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
17 or without prejudice; and (2) final judgment herein after the completion and
18 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
19 including the time limits for filing any motions or applications for extension of time
20 pursuant to applicable law.

21
22 **V. DESIGNATING PROTECTED MATERIAL**

23
24 5.1 Exercise of Restraint and Care in Designating Material for Protection.
25 Each Party or Non-Party that designates information or items for protection under
26 this Order must take care to limit any such designation to specific material that
27 qualifies under the appropriate standards. The Designating Party must designate for
28 protection only those parts of material, documents, items, or oral or written

1 communications that qualify so that other portions of the material, documents,
2 items, or communications for which protection is not warranted are not swept
3 unjustifiably within the ambit of this Order.

4
5 Mass, indiscriminate, or routinized designations are prohibited. Designations
6 that are shown to be clearly unjustified or that have been made for an improper
7 purpose (e.g., to unnecessarily encumber the case development process or to impose
8 unnecessary expenses and burdens on other parties) may expose the Designating
9 Party to sanctions.

10
11 If it comes to a Designating Party's attention that information or items that it
12 designated for protection do not qualify for protection, that Designating Party must
13 promptly notify all other Parties that it is withdrawing the inapplicable designation.

14
15 5.2 Manner and Timing of Designations. Except as otherwise provided in
16 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
17 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
18 under this Order must be clearly so designated before the material is disclosed or
19 produced.

20
21 Designation in conformity with this Order requires:

22
23 (a) For information in documentary form (e.g., paper or electronic documents,
24 but excluding transcripts of depositions or other pretrial or trial proceedings), that
25 the Producing Party affix at a minimum, the legend "CONFIDENTIAL."
26 (hereinafter "CONFIDENTIAL legend"), to each page that contains protected
27 material. If only a portion or portions of the material on a page qualifies for
28 protection, the Producing Party also must clearly identify the protected portion(s)

1 (e.g., by making appropriate markings in the margins).

2
3 A Party or Non-Party that makes original documents available for inspection
4 need not designate them for protection until after the inspecting Party has indicated
5 which documents it would like copied and produced. During the inspection and
6 before the designation, all of the material made available for inspection will be
7 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
8 documents it wants copied and produced, the Producing Party must determine which
9 documents, or portions thereof, qualify for protection under this Order. Then, before
10 producing the specified documents, the Producing Party must affix the
11 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
12 portion or portions of the material on a page qualifies for protection, the Producing
13 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
14 markings in the margins).

15
16 (b) Information disclosed at any deposition of a party taken in this action may
17 be designated by the party as confidential by indicating on the record at the
18 deposition that the information is confidential and subject to the provisions of this
19 Order. Alternatively, the party may designate information disclosed at the deposition
20 as confidential by notifying the court reporter and other parties in writing, within
21 fifteen (15) business days of receipt of the transcript, of the specific pages and lines
22 of the transcript which are designated as confidential. The parties may agree to a
23 reasonable extension of the 15-business-day period for designation. Designations of
24 transcripts will apply to audio, video, or other recordings of the testimony. During
25 such 15-business-day period, the entire transcript shall receive confidential
26 treatment. Upon such designation, the court reporter and each party shall affix the
27 “CONFIDENTIAL” legend to the designated pages and segregate them as
28 appropriate.

(c) Information on a disk or other electronic format (e.g., a native format production) may be designated confidential by marking the storage medium itself (or the native file's title) with the legend "CONFIDENTIAL." The Receiving Party shall mark any hard-copy printouts and the storage medium of any permissible copies of such electronic material with the corresponding legend contained on the original and such copies shall become subject to the same protections, as the Confidential Material from which those copies were made.

(d) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, will identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

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1 6.2 Meet and Confer. The Challenging Party will initiate the dispute
2 resolution process under Local Rule 37.1 et seq. 6.3 The burden of persuasion in
3 any such challenge proceeding will be on the Designating Party. Frivolous
4 challenges, and those made for an improper purpose (e.g., to harass or impose
5 unnecessary expenses and burdens on other parties) may expose the Challenging
6 Party to sanctions. Unless the Designating Party has waived or withdrawn the
7 confidentiality designation, all parties will continue to afford the material in
8 question the level of protection to which it is entitled under the Producing Party's
9 designation until the Court rules on the challenge.
10

11 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

12
13 7.1 Basic Principles. A Receiving Party may use Protected Material that is
14 disclosed or produced by another Party or by a Non-Party in connection with this
15 Action only for prosecuting, defending, or attempting to settle this Action. Such
16 Protected Material may be disclosed only to the categories of persons and under the
17 conditions described in this Order. When the Action has been terminated, a
18 Receiving Party must comply with the provisions of section 13 below (FINAL
19 DISPOSITION).
20

21 Protected Material must be stored and maintained by a Receiving Party at a
22 location and in a secure manner that ensures that access is limited to the persons
23 authorized under this Order.
24

25 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
26 otherwise ordered by the court or permitted in writing by the Designating Party, a
27 Receiving Party may disclose any information or item designated
28 "CONFIDENTIAL" only to:

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
2 as employees of said Outside Counsel of Record to whom it is reasonably necessary
3 to disclose the information for this Action;

4
5 (b) the officers, directors, and employees (including House Counsel) of the
6 Receiving Party to whom disclosure is reasonably necessary for this Action;

7
8 (c) Experts (as defined in this Order) of the Receiving Party to whom
9 disclosure is reasonably necessary for this Action and who have signed the
10 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

11
12 (d) the Court and its personnel;

13
14 (e) court reporters and their staff;

15
16 (f) professional jury or trial consultants, mock jurors, and Professional
17 Vendors to whom disclosure is reasonably necessary for this Action and who have
18 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

19
20 (g) the author or recipient of a document containing the information or a
21 custodian or other person who otherwise possessed or knew the information;

22
23 (h) during their depositions, witnesses, and attorneys for witnesses, in the
24 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
25 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
26 will not be permitted to keep any confidential information unless they sign the
27 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
28 agreed by the Designating Party or ordered by the court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material may
2 be separately bound by the court reporter and may not be disclosed to anyone except
3 as permitted under this Stipulated Protective Order; and
4

5 (i) any mediator or settlement officer, and their supporting
6 personnel, mutually agreed upon by any of the parties engaged in settlement
7 discussions.
8

9 7.3 Restriction on Disclosure to Direct Competitors. Notwithstanding the
10 foregoing, Confidential Material shall not be disclosed to any current or former
11 employees of, or current or former consultants, advisors, or agents of, a direct
12 competitor of any party named in the litigation. If a Receiving Party is in doubt
13 about whether a particular entity is a direct competitor of a party named in this
14 lawsuit, then before disclosing any Confidential Material to a current or former
15 employee, consultant, advisor, or agent of that entity, the Receiving Party's counsel
16 must confer with counsel for the Producing Party.
17

18 7.4 Duties in the Event of Unauthorized Disclosures. It shall be the
19 obligation of counsel, upon learning of any unauthorized disclosure or threatened
20 unauthorized disclosure of Confidential Information, or any other breach or
21 threatened breach of the provisions of this Order, to promptly notify counsel for the
22 Producing Party. The notification shall be supplemented with reasonable details of
23 the circumstances of the disclosure in order to permit the producing party to
24 understand and take appropriate steps. Each party and its counsel agree to take
25 reasonable and good-faith efforts to contain or limit any breach promptly upon
26 receiving notice of it, and to make reasonable and good-faith attempts to retrieve
27 any unauthorized disclosure of documents or information. This provision does not
28 limit the producing party's entitlement to damages resulting from any breach of this

Order.

**VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification will include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification will include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order will not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party will bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**IX. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party will:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery

1 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
2 not produce any information in its possession or control that is subject to the
3 confidentiality agreement with the Non-Party before a determination by the court.
4 Absent a court order to the contrary, the Non-Party shall bear the burden and
5 expense of seeking protection in this court of its Protected Material.

6
7 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

8
9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
10 Protected Material to any person or in any circumstance not authorized under this
11 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
12 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
13 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
14 persons to whom unauthorized disclosures were made of all the terms of this Order,
15 and (d) request such person or persons to execute the “Acknowledgment and
16 Agreement to Be Bound” that is attached hereto as Exhibit A.

17
18 **XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
19 **PROTECTED MATERIAL**

20
21 When a Producing Party gives notice to Receiving Parties that certain
22 inadvertently produced material is subject to a claim of privilege or other protection,
23 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
24 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
25 may be established in an e-discovery order that provides for production without
26 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar
27 as the parties reach an agreement on the effect of disclosure of a communication or
28 information covered by the attorney-client privilege or work product protection, the

1 parties may incorporate their agreement in the stipulated protective order submitted
2 to the court.

3
4 **XII. MISCELLANEOUS**

5
6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
7 person to seek its modification by the Court in the future.

8
9 12.2 Right to Assert Other Objections. By stipulating to the entry of this
10 Protective Order no Party waives any right it otherwise would have to object to
11 disclosing or producing any information or item on any ground not addressed in this
12 Stipulated Protective Order. Similarly, no Party waives any right to object on any
13 ground to use in evidence of any of the material covered by this Protective Order.

14
15 12.3 Filing Protected Material. A Party that seeks to file under seal any
16 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
17 only be filed under seal pursuant to a court order authorizing the sealing of the
18 specific Protected Material at issue. If a Party's request to file Protected Material
19 under seal is denied by the court, then the Receiving Party may file the information
20 in the public record unless otherwise instructed by the court.

21
22 **XIII. FINAL DISPOSITION**

23
24 After the final disposition of this Action, as defined in paragraph 4, within 60
25 days of a written request by the Designating Party, each Receiving Party must return
26 all Protected Material to the Producing Party or destroy such material. As used in
27 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
28 summaries, and any other format reproducing or capturing any of the Protected

1 Material. Whether the Protected Material is returned or destroyed, the Receiving
2 Party must submit a written certification to the Producing Party (and, if not the same
3 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
4 (by category, where appropriate) all the Protected Material that was returned or
5 destroyed and (2) affirms that the Receiving Party has not retained any copies,
6 abstracts, compilations, summaries or any other format reproducing or capturing any
7 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
8 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
9 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
10 reports, attorney work product, and consultant and expert work product, even if such
11 materials contain Protected Material. Any such archival copies that contain or
12 constitute Protected Material remain subject to this Protective Order as set forth in
13 Section 4 (DURATION).

14
15 Any willful violation of this Order may be punished by civil or criminal
16 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
17 authorities, or other appropriate action at the discretion of the Court.

18
19 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

20
21 DATED: June 23, 2025

SMAILI & ASSOCIATES, PC

22
23
24 By: /s/ Stephen D. Counts

25 JIHAD M. SMAILI
26 STEPHEN D. COUNTS

27 Attorney for Plaintiff LATASHA PORTER
28

1 DATED: June 23, 2025

PAYNE & FEARS LLP

2
3
4 By: /s/ Bree A. Oswald

5 DANIEL F. FEARS
6 ANDREW K. HAEFFELE
7 BREE A. OSWALD

8 Attorneys for Defendant WAL-MART
9 ASSOCIATES, INC.

10 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

11
12
13 DATED: July 3, 2025

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16 HON. SHERI PYM
17 United States Magistrate Judge
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